

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1 116	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-99-R-0085		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 05 May 00	6. REQUISITION/PURCHASE NO. 9973G245	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK DIVISION 9500 MACARTHUR BLVD WEST BETHESDA, MD 20817-5700				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 214</u> until <u>4:00 pm</u> local time <u>20 Jun 00</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME TERESA E. MAYO		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-227-3301		C. E-MAIL ADDRESS MayoTE@nswccd.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		5	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		13			
X	G	CONTRACT ADMINISTRATION DATA		14	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		16	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 2	OF 116
---------------------------	---	-----------	-----------

NAME OF OFFEROR OR CONTRACTOR

SECTION B Supplies or Services and Prices

ITEM NO	AMOUNT
0001	Engineering Services and Technical Support for the design, development, operation and maintenance of Naval vehicle ship acoustics and acoustic technology
	ESTIMATED COST _____
	FIXED FEE _____
	TOTAL ESTIMATED COST AND FIXED FEE _____

ITEM NO	AMOUNT
0002	Data In accordance with DD Form 1423 attached to this contract or to individual Task Orders under this contract. *Not Separately Priced – Included in CLIN 0001
	*NSP

ITEM NO	AMOUNT
0003	SUPPORT COSTS - consisting of materials and travel, inclusive of burden and/or G&A only, no fee. *NTE – Not To Exceed Amount
	ESTIMATED COST <u>\$4,300,000.00</u>

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-99-R-0085	3 OF 116

NAME OF OFFEROR OR CONTRACTOR

ITEM NO AMOUNT

0004

SUBCONTRACT

Subcontracting - Inclusive of burden and/or G&A only (no fee)

*Not To Exceed

ESTIMATED COST \$1,000,000.00

TOTAL ESTIMATED COST FOR CLINS 0001, 0002, 0003, AND 0004 _____

FIXED FEE (APPLIED TO CLIN 0001 ONLY) _____

TOTAL _____

NSP – Not Separately priced, included in the cost of CLIN 0001

NTE – Not to exceed

Contract type: Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract which provides for the issuance of Task Orders during the period from date of award of the contract through sixty (60) months thereafter.

This solicitation does not incorporate any options.

As referred to in paragraph (b) clause 52.216-22 entitled “Indefinite Quantity”, the contract minimum is a total of \$50,000.00 worth of orders; the maximum quantity is the Total Amount for all CLINs. The maximum quantity to not to be exceeded without prior approval from the Contracting officer.

Note (1): CLIN 0004 provides for subcontracting effort not specifically identified at the time of submission of the original proposal which may subsequently be required after contract award. Offerors proposing to team with subcontractors to meet stated personnel requirements must include those subcontractor costs under the appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.

The Government will provide GFE/GFM as may be required for performance of the services under this contract to the maximum extend possible.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 4 OF 116
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

In accordance with FAR 22.605(a)(5) and Contract Clause 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC 1996), as regards supplies and material under CLIN 0003, the contractor shall:

ensure that any material/hardware items, that cannot be obtained as GFE/GFM, are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602

2) obtain competition (items valued over \$2,500.00) whenever possible and shall report to the contracting officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 5 OF 116
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

SECTION C Descriptions and Specifications

STATEMENT OF WORK

1.0 INTRODUCTION

The Naval Surface Warfare Center, Carderock Division (NSWCCD) is the Navy's principal laboratory for ship signature programs. The NSWCCD Signatures Directorate, Code 70, coordinates these efforts and is responsible for the design, development, operation, and maintenance of fixed and mobile facilities dedicated to the measurement and evaluation of naval vehicle acoustic and electromagnetic fields and acoustic systems. Code 70 conducts both full-scale and model-scale experiments and evaluations at NSWCCD and other facilities dedicated to submarine and surface ship testing. In addition to the measurements collected at the facilities, shipboard systems are employed concurrently to collect acoustic, vibration, and other signature information to support the overall vehicle evaluation.

NSWCCD utilizes unique systems of sensors, signal conditioning, recording, advanced digital signal processing, and analysis components to meet the requirements of these complex evaluations. In addition to the continuing requirement for the reliable operation and maintenance of existing systems, NSWCCD also has requirements for the advancement of measurement capabilities through the application of emerging advanced technology into new systems and processes. The contractor shall provide services for the operation and maintenance of the systems, and for the design, fabrication, assembly, test, evaluation, and procurement of new systems in support of the NSWCCD evaluation requirements. These efforts will be performed at designated shore based facilities as well as at sea aboard the test vehicles.

1.1 IMPLEMENTATION

The contractor shall provide the personnel, material and facilities necessary to accomplish task assignments within the task areas generally described in this SCOPE OF WORK (SOW). These efforts will be implemented through the issuance of written work assignments described in Delivery Orders (DO) (Completion Type). Naval Surface Warfare Center, Carderock Division (NSWCCD), through the Contracting Officer's Representative (COR), will provide the classified information and technical data necessary for task performance and will provide information on ship schedules for those tasks requiring visits to fleet units. A list of GFM/ GFI/ GFE will be provided with each individual DO.

2.0 SCOPE

The contractor shall provide all services, material, and equipment required to accomplish the task assignments specified in individual delivery orders issued under this contract. The task assignments will be within the general scope of the following task areas.

2.1 MEASUREMENT TECHNOLOGY AND ANALYSIS

The contractor shall review the goals of the Navy research, development, test, and evaluation (RDT&E) programs, and the surface ship and submarine acoustic and electromagnetic measurement programs, and develop recommendations for applying advanced measurement technology and Commercial-off-the-Shelf (COTS) components to achieve program objectives. The contractor shall develop and evaluate conceptual design applications of advanced technologies and COTS components relative to use in full-scale, model-scale, and shipboard measurement facilities and systems. The evaluations shall identify the performance benefit to be achieved and provide a cost-benefit analysis including life cycle costs, supportability, obsolescence, and future upgrade paths.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-99-R-0085	6 OF 116
NAME OF OFFEROR OR CONTRACTOR		

The cross application of the technology and systems for model-scale, full-scale, and shipboard systems for commonality also shall be emphasized.

2.2 SIGNATURES TRIALS SUPPORT

The contractor shall provide for the preparation, conduct, and documentation of signature trials using current and future signatures measurement systems such as those located on USNS HAYES, SEAFAC, SFTF, and portable systems such as FORMS. This support will include developing trial agenda inputs, conducting pre-trial checks, calibrations, installations, and deployments. Specific tasks include operating data acquisition systems, modifying/editing acquisition and processing software, maintaining and operating acoustic ranging systems, validating data, and documenting test results. The contractor shall perform preventative, as well as corrective maintenance on signature systems and perform post-trial reduction.

2.3 MODEL-SCALE EXPERIMENT MEASUREMENT SYSTEM DESIGN

The contractor shall investigate new technology initiatives and determine their applicability to existing model-scale experiment systems for accomplishing submarine model hydroacoustics, hydrodynamics, and structural acoustics research and development (R&D). The contractor shall develop concepts for candidate systems and system components; analyze technical, time, and cost risks; assess long-term performance and reliability benefits; and conduct trade-off analyses that result in specific candidate design recommendations for system in-water, shore facility, and model located elements. The contractor shall analyze the projected performance of candidate systems and make appropriate choices where design trade-offs exist. Design specifications shall be developed that include all necessary quantitative parameters and quality assurance provisions that relate to data acquisition, processing, display, and recording element design and fabrication. The contractor shall perform detailed system, subsystem, and component designs, and conduct design reviews. Complete documentation packages shall be prepared suitable for the fabrication, procurement, assembly, integration, and testing of model-scale experiment measurement systems. Analyses of the technical requirements for interfacing with existing model-scale experiment measurement systems and facilities shall be performed. The contractor shall prepare interface control drawings and specifications, and design the interface components and devices IAW specification parameters.

2.4 FULL-SCALE EXPERIMENT MEASUREMENT SYSTEM DESIGN

The contractor shall investigate new technology initiatives and determine their applicability to existing full-scale experiment systems for accomplishing submarine and surface ship hydroacoustics, hydrodynamics, and structural acoustics research and development (R&D). The contractor shall develop concepts for candidate systems and system components; analyze technical, time, and cost risks; assess long-term performance and reliability benefits; and conduct trade-off analyses that result in specific candidate design recommendations for system in-water and shore facility elements. The contractor shall analyze the projected performance of candidate systems and make appropriate choices where design trade-offs exist. Design specifications shall be developed that include all necessary quantitative parameters and quality assurance provisions that relate to data acquisition, processing, display, and recording element design and fabrication. The contractor shall perform detailed system, subsystem, and component designs, and conduct design reviews. Complete documentation packages shall be prepared suitable for the fabrication, procurement, assembly, integration, and testing of full-scale experiment measurement systems. Analyses of the technical requirements for interfacing with existing full-scale experiment measurement systems and facilities shall be performed. The contractor shall prepare interface control drawings and specifications and design the interface components and devices IAW specification parameters.

2.5 TACTICAL TOWED ARRAY SYSTEM SUPPORT

The contractor shall provide systems engineering, technical and program management documentation support, and acoustical test and evaluation (T&E) support for the TB-16, TB-23, TB-29, TB-29(), TB-16 Special Towed Array

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-99-R-0085	7 OF 116
NAME OF OFFEROR OR CONTRACTOR		

(STA), TB-23 STA, and advanced development submarine and surface ship towed array sonar systems. T&E support will include the organization and planning of system tests at Navy research facilities as well as aboard Navy research vessels, submarines, and surface ships; preparation of detailed test plans and procedures; preparation and installation of test equipment; test conduct; and the processing, analysis, and documentation of test results. The contractor shall utilize contractor furnished processing equipment to perform the measurements and post-test data processing necessary to analyze the test data and prepare test reports.

2.6 SHIPBOARD MEASUREMENT SYSTEM DESIGN AND FABRICATION

The contractor shall investigate new technology initiatives and determine their applicability to existing shipboard experiment systems for accomplishing submarine and surface ship platform noise, sonar self noise, sonar system performance, and combat weapon system support data acquisition. These systems shall include data acquisition systems such as ERDS/MERS, ranging systems such as TDAPS/ARMS, towed array simulators, stimulators and test sets such as DATS and ATTENDS. The contractor shall develop concepts for candidate systems and system components; analyze technical, time, and cost risks; assess long-term performance and reliability benefits; and conduct trade-off analyses that result in specific candidate design recommendations for system platform located and off-board elements. The contractor shall analyze the projected performance of candidate systems and make appropriate choices where design trade-offs exist. Design specifications shall be developed that include all necessary quantitative parameters and quality assurance provisions that relate to data acquisition, processing, display, and recording element design and fabrication. The contractor shall perform detailed system, subsystem, and component designs, and conduct design reviews. Complete documentation packages shall be prepared suitable for the fabrication, procurement, assembly, integration, and testing of model-scale experiment measurement systems. Analyses of the technical requirements for interfacing with existing and planned shipboard sensor and sonar systems as well as with existing shipboard measurement systems shall be performed. The contractor shall prepare interface control drawings and specifications and design the interface components and devices IAW specification parameters. The contractor shall procure, fabricate, assemble, and integrate system, subsystem, and component elements. The contractor also shall procure, fabricate, assemble, and integrate system interface components and devices. The contractor shall perform pre-delivery performance demonstration tests IAW system design and quality assurance specifications. System spare parts also shall be fabricated, procured, assembled, and delivered. The developed system and subsystem components shall be packaged and shipped as designated, and system support, repair, and refurbishment shall be supplied. The contractor shall develop and deliver drawings and support documentation for system installation, operation, maintenance, and repair.

2.7 SYSTEM TEST, EVALUATION, OPERATION, AND MAINTENANCE SUPPORT

The contractor shall develop system test plans and procedures to perform evaluation tests IAW system specifications. System installation plans, procedures, and special tooling required also shall be developed. The contractor shall provide on-site system T&E support for the installation, integration, and performance verification testing specified.

2.8 SYSTEM PRODUCTION ACQUISITION SUPPORT

The contractor shall develop and deliver detailed system specifications and documentation to support the acquisition of acoustic sensor, measurement, recording, IT, and processing systems by the Navy. The contractor also shall perform system design and performance data reviews and analyses relative to the specifications and Navy goals.

2.9 INFRASTRUCTURE AND FACILITIES SUPPORT

The contractor shall provide program management support services for executing ship silencing programs including the preparation, organization, collection, evaluation, review and revision of program documentation plans for the development and modernization of, and/or closure of facilities supporting the signatures directorate mission areas. Moreover, the contractor shall provide support in the development and preparation of reports, briefings, plans

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-99-R-0085	8 OF 116
NAME OF OFFEROR OR CONTRACTOR		

of action and milestone charts, including GANT and PERT charts, and other facility related technical and management documentation.

2.10 SUBMARINE AND SURFACE SHIP SILENCING EFFECTIVENESS

The contractor shall assess the effectiveness of the Submarine and Surface Ship Silencing Programs and identify silencing needs for operational and future designed ships. Included but not limited to the analysis, evaluation and reporting of radiated and sonar self-noise full scale trials and TOMA results for trending of class noise deficiencies. The contractor, using these data, coupled with the NAVSEA and TYCOM Ship Alteration program, shall project and recommend a long range noise deficiency correction program for improving ships' signature thorough the life of all operating ships. Cost shall be an integral part of these recommendations.

Using data from TOMA's and full scale trials, the contractor shall evaluated the effectiveness of existing transfer functions as a function of frequency, absolute sound pressure levels, bandwidth, and localization and provide recommended improvements for accuracy and adequacy to support Fleet noise monitoring programs. The contractor shall assist in the performance monitoring program (PMP) and the machinery maintenance program by performing an detained analysis of data provide from these programs, provide recommendations to the Center and NAVSEA, and assist the Fleet in troubleshooting onboard noise deficiencies.

The contractor shall provide direct technical, programmatic and administrative support to the Fleet by developing data necessary for detection and detectability requirements. Direct Fleet support for the resolution of technical discrepancies onboard ship CONUS and at foreign port shall be provided. The contractor shall provide direct support for the improvement for the SFMPL and for the GATEKEEPER programs. The contractor shall review existing models as they apply to these data management systems and provide recommendations for improvements.

2.11 PROGRAM MANAGEMENT SUPPORT

The contractor shall provide management support for the Acoustic Health Advisory Board (AHAB), quarterly program reviews, Top Management Issues (TMI)/Top Management Actions (TMA), Noise Review Program (NRP), Submarine and Surface Ship Tactical and/or Surveillance Towed Array Programs, and other programs which affect submarines and surface ships both in-service and new construction. The contractor shall track action items from specific meetings and obtain updates from cognizant activities and personnel to bring items to closure. The contractor shall assist in establishing certain Integrated Product Teams (IPT) to support the submarine and surface ship noise programs.

2.12 SHIP INACTIVATION AND DISPOSAL NOISE SYSTEMS SUPPORT

The contractor shall assist the submarine inactivation and disposal program office to insure that noise critical equipment removed is safeguarded and destroyed in accordance with the appropriate Navy instructions and directives. The contractor shall provide direct liaison with the Shipyard and the NAVSEA program office to insure that noise critical technology is not inadvertently transferred to foreign nationals or governments. He/she will insure proper documentation exists for the sale of excess materials from inactivated ships prior to sale by the Defense Reutilization and Marketing Service (DRMS). The contractor shall be knowledgeable and possess skills in the demilitarization process for shipboard equipment's using the Expanded Work Breakdown Structure (ESWBS), Trade Security Controls (TSC), and Munitions List Items (MLI) all of which are used to determine the disposition of excess, not-ready-for-issue (non-RFI) equipment. The contractor must also be fully knowledgeable of the security classification requirements and guidelines for submarine and surface ship data and equipment's necessary to assist in making decisions on sales issues.

2.13 TOWED ARRAY ACCEPTANCE TESTING AND CALIBRATION

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-99-R-0085	9 OF 116

NAME OF OFFEROR OR CONTRACTOR

The contractor shall perform acceptance testing of production and certain refurbishment program TB-16, TB-23, TB-29 towed arrays and modules, telemetry, and special design tow cables in accordance with NAVSEA/NSWCCD data gathering requirements. Typically arrays will be tested in certain groupings to minimize cost and return to RFI condition. This testing is generally accomplished at the NUWC Leesburg Florida facility or at NSWCCD ARD, Bayview, ID.

2.14 USNS HAYES MEASUREMENT SYSTEM CONFIGURATION CONTROL/INTEGRATED LOGISTIC SUPPORT

The contractor shall provide engineering and logistic support for the USNS HAYES noise measurement systems, the configuration control board, and the Integrated Logistics Support (ILS) Manager. The contractor shall assist NSWCCD in identifying and quantifying requirements, cost trade-off studies, and long range program planning to insure the AMFIP system is maintained in a high level of readiness to support acoustic trials of all current class submarines and the new VIRGINIA Class.

2.15 USNS HAYES EQUIPMENT FAILURE ANALYSIS

The contractor shall provide engineering and logistics expertise in evaluating the performance of equipment from manufacturers and provide recommendations regarding the performance; reliability, maintainability, and availability (RM&A) of system components to maintain a full state of readiness. The contractor will evaluate FPM reports and, using the ESWBS, assess system/subsystem/component failures during acoustic trial of the HAYES Measurement System (HMS). A quarterly report will summarize the current failures and an annual report summarizing the past years failures, corrective actions taken to prevent future failures and upgrades to hardware/software/firmware to maintain system performance.

2.16 ACOUSTIC COMMUNICATIONS AND HIGH FREQUENCY APPLICATIONS

The contractor shall perform extensive reviews and analyses of the requirements, implementation, performance, and potential impact of ACOMM's advanced concepts and designs relative to ship applications, acoustic signatures (Target Strength), and non-acoustic intercept on surface ships. Cross platform applications will be investigated and evaluated for cost effectiveness. The contractor shall develop designs and establish test and evaluation criteria for such concepts while validating system operational effectiveness, performance, and application.

The contractor shall provide engineering support services to advanced development systems of acoustic processing/communication and ASW. The contractor shall provide technical expertise relative to establishing performance superiority, various working groups and integrated product teams (IPT) including but not limited to the SONAR Working Group (SWG) and Near Term Working Group (NTWG).

2.17 OPERATIONAL SUPPORT FOR SPECIAL ACOUSTIC RANGING SYSTEMS

The contractor shall provide technical engineering support for acoustic ranging systems utilized during submarine and surface ship noise tests and trials included but not limited to TDAPS, towed arrays, PIPRS, ARMS I/II, and mobile ranging equipment. The contractor shall maintain and insure operable readiness of these equipments to support acoustic measurement periods.

2.18 ACOUSTIC DATA MANAGEMENT SYSTEM SUPPORT

The contractor shall provide expert engineering support in the development and maintenance of certain acoustic data management systems and IT systems to support Fleet mission readiness and effectiveness. Systems requiring support include but are not limited to the Submarine Tactical Information Management System (STIMS), Submarine Fleet Mission Program Library (SFMPL), and the GATEKEEPER System. The contractor shall assist in determining specific data to be inputted, evaluate Fleet impact and provide recommendations to NSWCCD to enhance mission effectiveness.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 10	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

3.0 CONTRACT MANAGEMENT

Maintain a management structure and management reporting system which will ensure proper and timely performance, delivery, and completion of all contract requirements and individual task requirements. The Contractor shall appoint a Program Manager to act as the focal point for all communications between the Contractor and Government. The Program Manager shall have overall responsibility for accomplishing the efforts ordered under individual Delivery Orders. The Government may schedule program and technical review meetings to review program and Delivery Order status, and to discuss emergent problems. The Contractor shall provide personnel and technical data to support these meetings, and maintain records of the proceedings as specified in each Delivery Order.

4.0 PLACE OF PERFORMANCE

The principal place of performance shall be at the Contractor's facility unless otherwise stated in the DO. Meetings may be held at NSWCCD or its Detachments. Travel may be required to various US Navy ships, shipyards, and Government and Contractor facilities. Travel requirements shall be stated in each Delivery Order.

5.0 DELIVERABLES

The Contractor shall provide a monthly progress and financial status report in accordance with DD Form 1423 Exhibit A CDRL Item A001, and as specified in an individual DO. Technical reports and conclusions reflecting the work accomplished under each task set forth in individual Delivery Orders shall be prepared and delivered in accordance with DD Form 1423 Exhibit A CDRL Item A002, and as specified in individual Delivery Orders. Additional CDRL requirements may be required by individual Delivery Orders.

Note: It is the intent of this contract to fully implement the principles of the Department of Defense and Department of the Navy acquisition reform initiatives. The purpose of the reforms is to decrease reliance on Government specifications and standards and on program-unique detail specifications. Documents cited within this document and the following referenced documents shall be for guidance only.

As referenced in Attachment 1 – DD Form 1664 Data Item Descriptions
MIL-STD-961 DI-SDMP-81493 -Title: PROGRAM-UNIQUE SPECIFICATIONS AND DOCUMENTS
DI-SDMP-81464 – Title: DETAIL SPECIFICATIONS DOCUMENTS

6.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies or services to be furnished under this contract shall be made at destination by the receiving activity unless otherwise stated in the Delivery Order. Inspection and acceptance of services to be provided under this contract shall be made, upon completion of the services, by NSWCCD.

7.0 PERIOD OF PERFORMANCE

The period of performance of each order under the contract shall be as specified on individual Delivery Orders.

8.0 CONTRACTOR FURNISHED ACOUSTIC SIGNAL PROCESSING EQUIPMENT

In order to support the diverse Code 70 evaluation requirements for new systems and unique measurements, the contractor is required to provide, operate, and maintain a portable signal processing system which will interface with acoustic array systems to acquire both analog and digital output signals. The system will possess a variety of processing capabilities necessary to perform the required acoustic performance measurements, and must be approved for the processing of classified information up to the SECRET level. The characteristics and capabilities are listed below:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 11 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

Physical Size - The processing system must be portable for easy transportation as well for easy installation in shore based laboratories or aboard ships for at-sea operations. When installed, the system should not occupy more than four (4) feet of standard electronic rack space, and must be able to be loaded through a standard submarine hatch to support special array evaluations.

Power Requirements - The processing system must operate on 120 VAC laboratory power and draw no more than 10 amps.

Analog Interface - The processing system must have at least 64 channels of analog signal input capability with simultaneous sampling, quantization of at least 12 bits, and an aggregate sample rate of at least 2 MHz. The analog interface also must include signal amplitude control (-12 dB to +42 dB) and selectable anti-aliasing filter cut-off frequencies.

Digital Interface - The processing system must have a direct digital signal input capable of handling sustained data rates up to 10 Mbytes/second. The digital interface must be easily reconfigurable to handle a variety of digital telemetry format; e.g., frame rate, word length, frame size, signal characteristics, etc.

Processing Capabilities - The processing system must provide the following signal processing capabilities:

Auto-Power Spectrum - The processing system must perform auto-power spectral measurement on all input channels (analog or digital) in dB re 1volt (dBV) and as absolute sound pressure levels (SPL) in dB re 1μPa. The software must be capable of displaying processed data, performing data editing, and statistical calculations of selected channel spectra.

Cross-Power Spectrum - The processing system must be able to compute the cross-power spectral density (CSD) matrix for all input channels. From the CSD data, the system must be able to compute the auto-power spectra of all channels as above, channel to channel cross power spectra in dBV and absolute SPL, channel to channel coherence, and channel to channel relative phase.

Beamformer - The processing system must be able to perform line array beamforming in real time from all input channels, present the beamformed results on a frequency-azimuth (FRAZ) color display, and plot operator selected beam spectral levels as absolute SPL on a frequency-amplitude display. The beamformer also must be able to form array half beams and compute the half beam correlation for evaluation of array performance.

Wavenumber-Frequency (κ - ω) - The processing system must be able to perform κ - ω processing of all input signals and present the processed data on a color frequency-wavenumber-amplitude display. Operator cursor control must allow plotting amplitude at constant frequency, amplitude at constant wavenumber, amplitude at constant wavespeed, and non-acoustic beam (NAB), all in dBV and absolute SPL. Harmonic and aliasing cursors must be provided to support data analysis.

Transient Processing - The processing system must be able to sample analog input time series and transfer data directly to disk in real time at sustained data transfer rates up to 1.5 Mbytes per second. Non real-time transient analysis (time and frequency domain) of the disk strode data must be provided.

Data Storage - The processing system must have the capability to store large volumes of processed data (1 Gbyte) on removable, reusable media to meet security requirements for storage and handling.

The contractor is responsible for maintaining operability of these equipments in support of all testing and trials without additional charges to the government.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 12 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 13 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

REQUIRED DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

The ordering period under the resultant contract shall be for a period of sixty months from the date of award in accordance with 52.216-18 entitled "ORDERING" (OCT 1995) Specific delivery requirements shall be indicated in Task Orders when they are issued and the contractor may not be required to make deliveries under this contract after 90 days after the end of the contract ordering period in accordance with 52.216-22 entitled 'INDEFINITE QUANTITY" (OCT 1995)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 14 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

_____ To Be Determined _____

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____.

Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 15 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report"
 , X is required only with the final invoice.
- (f) A Certificate of Performance
 S X is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

- * In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".
- ** Check appropriate requirements.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 16 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (JUN 1996) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

AGENCY SPECIFIC PROVISION - PAST PERFORMANCE ASSESSMENT (SERVICE CONTRACTS, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (MAY 1999)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcptsmh.navysea.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 17	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to enter comments, rebut statements or add information on an optional basis. After contractor comments or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed and "signed" on-line by the government reviewing official. The CPAR will be considered complete when "signed" by the reviewing official. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Exceptional*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 18 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(2) *Very Good.* Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Satisfactory.* Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Marginal.* Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Unsatisfactory.* Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 19 OF 116
---------------------------	---	-------------------------------

NAME OF OFFEROR OR CONTRACTOR

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 20	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	OCT 1997
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 1999) Alternate II	JAN 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	116
		N00167-99-R-0085	21		
NAME OF OFFEROR OR CONTRACTOR					
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era		JAN 1999		
52.223-5	Pollution Prevention and Right-to-Know Information		APR 1998		
52.223-6	Drug Free Workplace		JAN 1997		
52.223-14	Toxic Chemical Release Reporting		OCT 1996		
52.225-8	Duty-Free Entry		FEB 2000		
52.225-13	Restrictions on Certain Foreign Purchases		FEB 2000		
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises		FEB 2000		
52.227-1	Authorization and Consent		JUL 1995		
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement		AUG 1996		
52.228-7	Insurance--Liability To Third Persons		MAR 1996		
52.230-2	Cost Accounting Standards		APR 1998		
52.230-6	Administration of Cost Accounting Standards		NOV 1999		
52.232-9	Limitation On Withholding Of Payments		APR 1984		
52.232-17	Interest		JUN 1996		
52.232-20	Limitation Of Cost		APR 1984		
52.232-22	Limitation Of Funds		APR 1984		
52.232-23	Assignment Of Claims		JAN 1986		
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration		MAY 1999		
52.233-1 Alt I	Disputes (Oct 1995) - Alternate I		DEC 1991		
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I		JUN 1985		
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation		APR 1984		
52.237-3	Continuity Of Services		JAN 1991		
52.242-1	Notice of Intent to Disallow Costs		APR 1984		
52.242-3	Penalties for Unallowable Costs		OCT 1995		
52.242-4	Certification of Final Indirect Costs		JAN 1997		
52.242-13	Bankruptcy		JUL 1995		
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II		APR 1984		
52.244-5	Competition In Subcontracting		DEC 1996		
52.245-19	Government Property Furnished "As Is"		APR 1984		
52.246-23	Limitation Of Liability		FEB 1997		
52.246-25	Limitation Of Liability--Services		FEB 1997		
52.249-6	Termination (Cost Reimbursement)		SEP 1996		
52.249-14	Excusable Delays		APR 1984		
52.251-1	Government Supply Sources		APR 1984		
52.253-1	Computer Generated Forms		JAN 1991		
252.201-7000	Contracting Officer's Representative		DEC 1991		
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies		MAR 1999		
252.203-7002	Display Of DOD Hotline Poster		DEC 1991		
252.204-7000	Disclosure Of Information		DEC 1991		
252.204-7003	Control Of Government Personnel Work Product		APR 1992		
252.204-7004	Required Central Contractor Registration		MAR 2000		
252.204-7005	Oral Attestation of Security Responsibilities		AUG 1999		
252.205-7000	Provisions Of Information To Cooperative Agreement Holders		DEC 1991		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 22	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	MAR 1998
252.225-7010	Duty-Free Entry--Additional Provisions	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	AUG 1998
252.225-7026	Reporting Of Contract Performance Outside The United States	MAR 1998
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	OCT 1992
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	SEP 1996
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 23	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through sixty (60) months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 24 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

less than \$10,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty-three months after the date of contract award.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 25 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

CLAUSE 52.222-20 APPLIES TO CLIN 0003 ONLY

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-99-R-0085	26	OF	116
NAME OF OFFEROR OR CONTRACTOR				

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 27	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 28 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 29 OF 116
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NAME OF OFFEROR OR CONTRACTOR

otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 30 OF 116
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NAME OF OFFEROR OR CONTRACTOR

being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

Naval Surface Warfare Center, Carderock Division
Mr. John Forrest, Counsel for Intellectual Property
Code 004
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 31 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 32 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 33 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-99-R-0085	34	OF	116
NAME OF OFFEROR OR CONTRACTOR				

be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 35 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 36 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 37 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TO BE DETERMINED

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 38 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 39 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 40 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 41 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 42	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 43 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 44 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 45 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 46 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 47	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings
[Figures in Percent]

Sharing arrangement					
Contract type	Incentive (voluntary)		Program requirement (mandatory)		
	Con-current and		Con-current and		
	Instant contract rate	future contract rate	Instant contract rate	future contract rate	
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50	\1\ 50	25	25	
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50	(\2\)	25	
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 25	\3\ 25	15	15	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 48 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

\1\ The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-99-R-0085	49 OF 116

NAME OF OFFEROR OR CONTRACTOR

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 50	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ____ (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

(End of Clause)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 51 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL
COMPUTER SOFTWARE DOCUMENTATION. (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 52 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 53 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 54 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--
- (A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
- (B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.
- (2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
- (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--
- (A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or
- (B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.
- (3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 55	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 56	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
_____	_____	_____	_____

* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

End of identification and assertion)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 57	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 58 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number), License No. (Insert license identifier). Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-99-R-0085	59	OF	116
NAME OF OFFEROR OR CONTRACTOR				

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 60 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from dated . In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 61 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number] :

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is: TO BE DETERMINED

Name: [*]

Mailing Address: [*]

Code: [*]

Telephone No.: [*]

* Insert appropriate information

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 62 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 63 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 64 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

DORIS ROSENBLATT 301-227-3302
Code 3321
Carderock Division
Naval Surface Warfare Center
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 65	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

TO BE SPECIFIED IN EACH INDIVIDUAL DELIVERY/TASK ORDER AT TIME OF ISSUANCE

PROPERTY	QUANTITY	DATE
[*]	[*]	[*]

(b) The property will be delivered at Government's expense at or near TO BE SPECIFIED IN EACH INDIVIDUAL DELIVERY/TASK ORDER AT TIME OF ISSUANCE

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

STANDARD COMMERCIAL WARRANTY. (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of ____ months. (Offeror is to insert number.)

YEAR 2000 WARRANTY--INFORMATION TECHNOLOGY (SEP 1998)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 66 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

(End of clause)

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-99-R-0085

PAGE

67

OF

116

NAME OF OFFEROR OR CONTRACTOR

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 68 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

SECTION J List of Documents, Exhibits and Other Attachments

Exhibit A	DD Form 1423	Contract Data Requirement list	4 pages
Attachment 1	DD Form 1664	Data Item Descriptions	43 pages
Attachment 2	DD Form 254	Contract Security Classification	4 pages
Attachment 3		Past Performance Questionnaire	4 pages

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 69 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 70	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is, () is not a women-owned business concern.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 71 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 72 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, {time} intends, {time} does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
code) if other than offeror or respondent

_____.
_____.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (OCT 1998) & ALTERNATE II (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

(2) The small business size standard is \$13 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) ([Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 73 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. ([The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 74 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 75 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 76 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 77 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 78 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 79	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign
Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 80 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (MAR 1998)

a) Definitions. Caribbean Basin country end product, designated country end product, domestic end product NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 81 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

Insert line item number Insert country of origin

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)

(a) Definition. ``People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 82 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT
IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

(a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications. (1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

insert line item number insert country of origin

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

insert line item number insert country of origin

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 83 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

(iii) The following supplies are other foreign end products:

insert line item number insert country of origin

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 84	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 85 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (ID/IQ CPFF) Completion type _____ contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov.far/>
DFAR Clauses: <http://www.acq.osd.mil.dp/dars>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 86 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

2.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Doris Rosenblatt, Contracting Officer
Naval Surface Warfare Center, Carderock Division
Code 3321
9500 MacArthur Blvd
West Bethesda, MD 20817-5700

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 87	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

PROPOSAL PREPARATION REQUIREMENTS

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
(1) Solicitation, Offer and Award Document (SF-33)	1	2
(2) Technical Proposal	1	6
(3) Cost Proposal	1	6

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to have brought to the Contracting Officers attention. The Technical proposal shall contain sufficient information to enable government technical personnel to make a thorough evaluation and arrive at a sound determination regarding the above sections.

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

MANDATORY REQUIREMENTS

To be considered for award, proposals submitted in response to this solicitation must meet the following mandatory requirements:

1. CONTRACTOR PROVIDED MATERIAL

NSWCCD facilities, computers, technical documents, and laboratory equipment shall be made available in support of the tasks issued under this contract to the maximum extent possible. However, the contractor shall be required from time to time to provide support material necessary for utilization in contract performance.

2. CONTRACTOR FURNISHED ACOUSTIC SIGNAL PROCESSING EQUIPMENT.

Performance of work will require the contractor to supply and maintain Acoustical Signal processing Equipment. In order to support the diverse Code 70 evaluation requirements for new systems and unique measurements, the contractor is required to provide, operate, and maintain a portable signal processing system which will interface with acoustic array systems to acquire both analog and digital output signals. The system will possess a variety of processing capabilities necessary to perform the required acoustic performance measurements, and must be approved for the processing of classified information up to the SECRET level. The characteristics and capabilities are listed in Section 8.0 of the Statement of Work.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-99-R-0085	88	OF	116
NAME OF OFFEROR OR CONTRACTOR				

3. SECURITY REQUIREMENTS

During performance of Task Orders a certain amount of the work to be performed will require access to classified project data and documentation, and frequent meetings with NSWCCD personnel to communicate information classified to the level of SECRET, as indicated on the attached DD Form 254, Contractor Security Classification Specification. Since performance of the work requires access to SECRET information by all personnel, and also a secure/work storage area for such data as specified in the DD Form 254, the contractor will therefore be required to meet these security requirements, both in terms of project personnel for these tasks and provision of an appropriate work/storage facility. Accordingly, the existence of a SECRET security clearance for both the offeror's facility and all proposed personnel shall be addressed in the technical proposal.

The successful offeror not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

(1) SOLICITATION, OFFER AND AWARD - DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B. complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the REP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL - DOCUMENT

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

Proposal Summary: This summary shall provide a concise statement of the purpose, objectives, and basic problems of the project and shall demonstrate the offeror's overall concept of the work being proposed and plan for accomplishing the objectives and tasks set forth in the Statement of Work (SOW). The summary shall also clearly indicate the reasons why the contract should be awarded to the offeror, with appropriate summary of highlights and reference to the plans and qualifications contained in the Technical/Management Proposal.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 89 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following six (6) sections, and shall address in detail the following information:

TECHNICAL/MANAGEMENT PROPOSAL CONTENT REQUIREMENTS

Major evaluation factors and subfactors are as follows:

- Section I Technical Understanding
- Section II Personnel Qualifications
- Section III Past Performance
- Section IV Corporate Experience
- Section V Facilities
- Section VI Management Plan

Section I. Technical Understanding

The offeror shall demonstrate a technical understanding of the work to be performed under this contract by providing a narrative discussion of the issues relating to each of the task areas covered by the Statement of Work (SOW). The technical approach shall be such as to enable engineering personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the product proposed and described will satisfy the requirements of NSWCCD. To facilitate the evaluation, the technical proposal should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the prospective offeror has a thorough understanding of the requirements for, and technical problems inherent in, the achievement of work in the various task areas listed below and described in the SOW. The offeror will clearly indicate any tasking area that might require use of proprietary techniques or equipment that would preclude complete disclosure and documentation of the effort. Indicate the types of documentation required for each task area and indicate any types of hardware, software, or documentation that the offeror may consider to be proprietary.

The offerer shall provide a narrative discussion of the scientific, engineering and technical issues, methods, and techniques applicable to each of the eighteen (18) task areas in the SOW. Simply restating information contained in the SOW will be considered as lacking a technical understanding of the relevant task area. The task area topics are listed below and a description of each is presented in the SOW. The offeror must show an understanding of the most recent and up-to-date methods employed by the U.S. Navy in each statement of work area.

- Task 1. Measurement Technology and Analysis
- Task 2. Signatures Trials Support
- Task 3. Model Scale Experiment Measurement System Design
- Task 4. Full-Scale Experiment Measurement System Design.
- Task 5. Tactical Towed Array System Support
- Task 6. Shipboard Measurement System Design and Fabrication
- Task 7. System Test, Evaluation, Operation, and Maintenance Support
- Task 8. System Production Acquisition Support
- Task 9. Infrastructure and Facilities Support

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 90 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

- Task 10. Submarine and Surface Ship Silencing Effectiveness
- Task 11. Program Management Support
- Task 12. Ship Inactivation and Disposal Noise Systems Support
- Task 13. Towed Array Acceptance Testing and Calibration
- Task 14. USNS Hayes Measurement System Configuration
Control/Integrated Logistic Support
- Task 15. USNS Hayes Equipment Failure Analysis
- Task 16. Acoustic Communications and High-frequency Applications
- Task 17. Operational Support for Special Acoustic Ranging Systems.
- Task 18. Acoustic Data Management System Support

In addition, the offeror's approach in accomplishing each of the Statement of Work tasks and discussion of general corporate and/or specific individual experience relative to each task item shall demonstrate that the offeror possesses the knowledge and capability to provide the services required. Each task area shall be addressed separately. In addition, a discussion of the contractor's understanding of how these task areas are interrelated to provide NSWCCD support for successful accomplishment of various Program's testing and evaluation objectives shall be provided.

The offeror shall provide a narrative description of the scientific, engineering and technical issues, methods, and techniques applicable to each of the 18 task areas in the Statement of Work. This shall include:

A breakdown of task, functional areas and related scopes of work formulated such that the offeror's depth of understanding of any particular task area can be evaluated.

A description of specific procedures, routines, methods and processes to be used.

A description of the offeror's capacity and capability to perform the functions and requirements specified, as demonstrated in pertinent related experience performing similar work of like magnitude and complexity.

A description of problem areas or areas of concern as seen by the offeror.

Identification of the major points and key aspects of the offeror's technical approach.

Section II. Personnel Qualifications

In this section, the offeror shall identify proposed individual(s) for each labor position and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Offerors shall indicate limitation on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure. If an individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes shall be provided for all

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 91	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

proposed subcontractor personnel and consultants, and the rationale for their use. A summary table, in matrix format, shall also be provided to indicate personnel qualifications, experience and availability. The summary table shall contain the following information:

Labor Category, Individual's name, education, years of relevant experience, employment status (i.e. currently employed by offeror, potential new hire by offeror, subcontractor employee, subcontractor potential new hire) and annual number of hours estimated available for work.

NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

The Naval Surface Warfare Center, Carderock Division (NSWCCD), anticipates award of an Indefinite Delivery Indefinite Quantity (IDIQ), Cost Plus Fixed Fee (CPFF) Completion contract for a period of five (5) years as a result of this solicitation. This form of contract allows the issuance of Delivery Orders on a completion basis in lieu of level of effort or term. Completion form DOs require the contractor to complete and deliver a specified end product (such as hardware, software or documentation) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible. The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee.

However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for each year of the five-year period of performance:

(Note: The categories and hours listed below will not be included as part of the contract award document; however, Key Personnel proposed and accepted will be part of the award as specified in section L.)

Labor Category		Annual Hours	Resumes Required	
Key Personnel			Persons	
(1)	Program Manager	1,500	1	1
(2)	Principle Scientist/Engineer	2,000	1	1
(3)	Supervisory Senior Engineer	3,500	2	2
(4)	Senior Systems Engineer	3,500	2	2
(5)	Senior Engineer	2,500	2	2
(6)	Senior Software Engineer	2,500	2	2
(7)	Senior Management Analyst	2,000	1	1
Subtotal		17,500	11	11
Non-Key				
(8)	Electrical/Electronics Engineer	3,500	0	2
(9)	Mechanical Engineer	2,500	0	2
(10)	Software Engineer	3,500	0	2

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 92	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(11)	Acoustical Engineer	2,500	0	2
(12)	Acoustical Analyst	2,500	0	2
(13)	Management Analyst	2,000	0	1
(14)	Test Engineer	1,500	0	1
(15)	Logistics Coordinator	1,500	0	1
(16)	Draftsmen	1,500	0	1
(17)	Electronic Technician Specialist	2,500	0	2
(18)	Technical Illustrator	1,000	0	1
(19)	Mechanical Technician Specialist	2,500	0	2
(20)	Fabrication Support Technician	1,500	0	1
(21)	Junior Engineer	2,250	0	2
(22)	Technical Typist/Editor	750	0	1
(23)	Clerk Typist	750	0	1
	Subtotal	32,250	0	24
	Total	49,750	11	35

*2,000 hours per year is considered a fulltime position.

General: The offer shall provide personnel having levels of professional/technical experience and education specified for each labor category. The offeror shall not base qualifications upon presumption of future education or experience. The offeror shall list all personnel proposed for assignment, by labor category, (whether Key or Non-Key) together with the number of hours to be worked and the corporate entity they represent. Provide at least the minimum number of personnel specified for Key and Non-Key Personnel. The sum of the hours must equal the hours shown above for each category. The offeror shall certify that all Non-Key personnel meet the requirements shown in the paragraphs below. Non-Key personnel qualifications need not be documented in the proposal by submission of resumes, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

Offerors are reminded that ALL personnel proposed (Key and Non-key) shall meet the educational and experience elements specified in this solicitation under the category for which they are offered and must have a SECRET security clearance within 60 days after award, or by the time of their assignment to a particular Task Order.

Key-Personnel

Submit at least the number of personnel resumes indicated for each key labor category listed below:

<u>Key Personnel</u>		<u>Annual</u>	<u>Resumes</u>	<u>Minimum</u>
<u>Labor Category</u>		<u>Hours</u>	<u>Required</u>	<u>Number of</u>
(1)	Program Manager	1,500	1	1
(2)	Principle Scientist/Engineer	2,000	1	1
(3)	Supervisory Senior Engineer	3,500	2	2
(4)	Senior Systems Engineer	3,500	2	2
(5)	Senior Engineer	2,500	2	2
(6)	Senior Software Engineer	2,500	2	2
(7)	Senior Management Analyst	2,000	1	1
	Total	17,500	11	11

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 93 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

(Note: All proposed personnel must have a SECRET clearance either within 60 days after award or by the time their assignment to a particular task order. EACH RESUME SUBMITTED FOR EVALUATION SHALL IDENTIFY THE CURRENT SECURITY CLEARANCE LEVEL.)

Resumes shall identify unique technical qualifications having relevance to the SOW and the labor category description of the qualifications set forth in this section. All resumes for a given category shall be averaged for purposes of evaluation and scoring. All submitted resumes shall be grouped by labor category and each resume shall contain the following information:

Personnel Category and Person's name;
Educational Background;
Technical Training Background;
Years of applicable experience;
Citizenship;
Current Security Clearance Level;
History of applicable employment experience only, identifying the technical qualifications relevant to the SOW and the Labor Categories and Description of Qualifications;
Additional information demonstrating qualifications for the position.

The following certification shall be affixed on all key personnel resumes furnished by the offeror:

"I consent to the disclosure of any resume (or other personal data) for evaluation purposes regarding the proposal (offeror's name) submitted to NSWCCD under Solicitation N0016796-R-0085 and certify that this information is correct to the best of my knowledge:

Date

Employee Signature

Each resume must indicate clearly whether it is for a current employee of the offeror or a proposed new hire. If for a proposed new hire, evidence of the employment commitment must be furnished in the form of a letter of intent signed by the proposed new hire.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure. If the individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes shall be provided for all proposed subcontractor Personnel and consultants and the rationale for their use.

NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 94	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

LABOR CATEGORIES AND DESCRIPTION OF QUALIFICATION

DESIRED PERSONNEL QUALIFICATIONS

The offeror shall provide personnel having the levels of professional/technical experience and education specified below for each labor category.

Key Personnel Labor Categories and description of desired qualification

(1). PROGRAM MANAGER

The desired level of experience and educational background and for the Program Manager(s) are:

EXPERIENCE:

a. Fifteen (15) years experience in managing projects and programs related to the design, development, test, and evaluation, or implementation of complex systems related to acoustic and non-acoustics signatures, vibration, sonar, and ship silencing. Five (5) Years of this experience shall be in the management of contracts in technical disciplines related to the Statement of Work cited herein.

b. Experience in ship silencing programs for both surface ships and submarines and the interrelationships between and requirements of the Fleet, NAVSEA, Navy Laboratories, and other Navy activities dealing with ship silencing programs and issues.

c. Experience in programs involved in solving acoustic, nonacoustic, signatures, and vibration problems in current Navy ships and in improving the acoustic and non-acoustic performance of the next generation of Navy ships.

EDUCATION:

d. A Bachelor of Science degree in engineering or physics OR, 8 years experience,

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(2) PRINCIPAL SCIENTIST/ENGINEER

The desired level of experience and educational background for the Principal Scientist/Engineer are:

EXPERIENCE:

a. Fifteen (15) years total experience in surface ship and submarine silencing. Five (5) years of this experience shall be in supervision and project management of acoustic and vibration related ship signatures tasks.

b. Experience in silencing issues (including non-acoustics) as they relate to ship mission, design, and operation of ship systems, and how those issues influence modifications and silencing improvement to present ships, and design and specifications of future ships. Experience shall include lead authorship on technical reports.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 95 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

EDUCATION:

c. A Bachelor of Science degree in engineering or physics OR, 8 years experience,

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(3) SUPERVISORY SENIOR ENGINEER

The desired level of experience and educational background for the Supervisory Senior Engineer (s) are:

EXPERIENCE:

a. Fifteen (15) years total experience in surface ship and submarine silencing. Five (5) years of this experience shall be in supervision and project management of acoustic and vibration related ship signatures tasks.

b. Experience in silencing issues (including non-acoustics) as they relate to ship mission, design, and operation of ship systems, and how those issues influence modifications and silencing improvement to present ships, and design and specifications of future ships. Experience shall include authorship on technical reports.

EDUCATION:

c. A Bachelor of Science degree in engineering or physics OR, 8 years experience,

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(4) SENIOR SYSTEMS ENGINEER

The desired level of experience and educational background for the Senior Systems Engineer (s) are:

EXPERIENCE:

a. Ten (10) years technical experience with emphasis in the past five (5) years in signatures system development including system performance evaluation requiring tradeoff analysis of alternate design approaches involving current acoustic array technology and accurate sound pressure level signature measurement involving signal path analysis for bat active and passive systems. Subsystem development involving signal conditioning, multi-element arrays, electrical calibration for accomplishing precise sound-pressure-level measurements, analog/digital telemetry from transmission of signals on cables several thousand feet in length, beamforming, and interfacing to processors. Real-time, active acoustic systems used for ranging, tracking, and positioning of shipboard suspended and bottom-mounted applications.

b. A record of technical achievement on complex underwater acoustic measurement system projects including technical report and documentation preparation including engineering/fabrication drawings and detailed specifications for system, subsystem, and component elements.

EDUCATION:

c. A Bachelor of Science degree in engineering or physics OR, 8 years experience,

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 96 OF 116
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

(5) SENIOR ENGINEER

The desired level of experience and educational background for the Senior Engineers are:

EXPERIENCE:

- a. Eight (8) Years experience in submarine and surface ship silencing/signatures/sonar work. The experience should include design and development of hydrophone arrays for ship radiated noise measurements and specialized software and hardware integration for signature measurement systems. In-depth knowledge of the development of ship acoustic data acquisition, processing and analysis systems, ranging and tracking systems used in acoustic noise measurement trials, and environmental measurement systems is required. Also required is a working knowledge of modern systems involved with signatures measurements and related fleet sonars (both hardware and software), especially towed arrays.
- b. Experience in planning, conduct, data collection and processing, analysis and report generation for full scale surface ship and submarine noise trials and towed array T&E including self noise analysis. Preparation of system T&E and acoustic trial: test agendas, data reduction plans and system operating procedures. Acoustic measurement technology analysis and formulation of acoustic measurement system, ranging system and environmental system development initiatives.

EDUCATION:

- c. A Bachelor of Science degree in engineering or physics OR, 8 years experience.

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(6) SENIOR SOFTWARE ENGINEER

The desired level of experience and educational background for the Senior Software Engineer (s) are:

EXPERIENCE:

- a. Eight (8) years experience in developing complex hardware/software systems. Five (5) years of of this experience shall be in the interfacing of hardware and the development of software for: (1) real time acquisition and analysis of acoustic data from ships and submarines; and underwater tracking systems or (2) for command and control and information management systems. This includes working knowledge of operating systems Windows NT, HPUX, and software development using languages and software common to the types of systems given in the SOW. Individuals will have an established track record of project management of system development in support of system development and integration.

EDUCATION:

- b. A Bachelor of Science degree in computer science, engineering, or physics OR, 8 years experience.

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(7) Senior Management Analyst

The desired level of experience and educational background for the Senior Program Analyst (s) are:

EXPERIENCE:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 97	OF 116
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

a. Ten (10) years experience in planning, organizing, reviewing, and documenting of Ship Acoustics and other Research, Development, Test and Evaluation (RDT&E) projects and financial data, production and manufacturing schedule reports, and analysis cost/schedule control system criteria. program level technical requirement analysis, major systems acquisition support documentation preparation, including tactical sonar systems acquisition support, implementation of the DOD Planning Programming Budgeting System (PPBS) and progress reporting.

EDUCATION:

b. A Bachelor of Science degree in a technical, business, analytical, or financial area OR, 8 years experience.

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

Non-Key Personnel

In this subsection of the proposal the offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor listed below. These personnel must meet the qualifications specified in this solicitation to be acceptable and the offeror must certify to this fact.

<u>Non-Key</u>	<u>Labor Category</u>	<u>Annual Hours</u>	<u>Resumes Required</u>	<u>Number of Persons</u>
(8)	Electrical /Electronics Engineer	3,500	0	2
(9)	Mechanical Engineer	2,500	0	2
(10)	Software Engineer	3,500	0	2
(11)	Acoustical Engineer	2,500	0	2
(12)	Acoustical Analyst	2,500	0	2
(13)	Management Analyst	2,000	0	1
(14)	Test Engineer	1,500	0	1
(15)	Logistics Coordinator	1,500	0	1
(16)	Draftsmen	1,500	0	1
(17)	Electronic Technician Specialist	2,500	0	2
(18)	Technical Illustrator	1,000	0	1
(19)	Mechanical Technician Specialist	2,500	0	2
(20)	Fabrication Support Technician	1,500	0	1
(21)	Junior Engineer	2,250	0	2
(22)	Technical Typist/Editor	750	0	1
(23)	Clerk Typist	750	0	1
	Total	32,250	0	24

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 98 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(Note: All proposed personnel must have a SECRET clearance either within 60 days after award or by the time of their assignment to a particular task order).

Non-Key Personnel Labor Categories and description of desired qualifications:

The following non-key labor categories are required for contract performance. The offeror is not required to submit resumes for the non-key personnel labor categories but is required to submit a statement that he/she has the capability to provide the non-key personnel who meet the stated qualifications and are available to work under the resultant contract.

(8) Electrical/Electronics Engineer

The desired level of experience and educational background for the Electrical/Electronics Engineer (s) are:

EXPERIENCE:

a. Five (5) years experience involving passive acoustic sensors/arrays including transducers, signal conditioning/pre-amplification, electrical calibration, and summing networks, data transmission (analog and digital), acoustic signal monitoring, data reduction, and recording equipment design, assembly, installation and check out, real-time acoustic signal conditioning and beamforming development (analog and digital), design of components and subassemblies, and design documentation and technical report preparation including acceptance test reports and evaluation reports.

And,

EDUCATION:

b. A Bachelor of Science degree in electrical/electronics engineering OR, 8 years experience,

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(9) Mechanical Engineer

The desired level of experience and educational background for the Mechanical Engineer (s) are:

EXPERIENCE:

a. Five (5) years experience in passive acoustic sensors/arrays including transducers, array materials, structural members and fabrication/assembly techniques, design and/or application of pressure vessels for testing underwater acoustic devices, application of hydrodynamic theory to the design of low-noise acoustic arrays, and in-water/ocean environment mechanical design including anchors, buoys, winches, corrosion considerations, and water/pressure-proofing techniques.

EDUCATION:

b. A Bachelor of Science degree in engineering or physics, OR, 8 years experience.

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 99 OF 116
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

(10) Software Engineer

The desired level of experience and educational background for the Software Engineer (s) are:

EXPERIENCE:

a. Five (5) years experience in the interfacing of hardware and the development of software for: (1) real time acquisition and analysis of acoustic data from ships and submarines; and underwater tracking systems or (2) for command and control and information management systems. This includes working knowledge of operating systems Windows NT and HPUNIX, and software development using Visual Basic, Labview, and C. Individuals will have an established track record of project management of system development and integration plus demonstrated task completion of software module development in support of system development and integration.

EDUCATION:

b. A Bachelor of Science degree in engineering, physics, or computer science, OR, 8 years experience.

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified above)

(11) Acoustical Engineer

The desired level of experience and educational background for the acoustics engineer (s) are:

a. Five (5) years experience involving calibration of acoustic measurement systems to determine precise absolute sound pressure levels, performance of passive arrays using the sonar equations and engineering applications of underwater acoustics theory in support of component design, underwater electroacoustic transducers for sound pressure level measurement, ship acoustical measurement systems, theoretical underwater acoustics, and, technical report and documentation preparation including acoustic system performance prediction analysis.

EDUCATION:

b. A Bachelor of Science degree in engineering or physics OR, 8 years experience.

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified below)

(12) Acoustical Analyst

The desired level of experience and education for the acoustics analyst(s) are:

EXPERIENCE:

a. Five (5) years experience involving analysis of acoustic data from submarines and surface ships in one or more of the following disciplines; radiated noise, platform noise, sonar selfnoise, structureborne noise, and machinery vibration.

b. Experience in summarizing results of analysis and developing recommendations for utilization in messages, reports, and other documentation.

EDUCATION:

High School/Vocational School diploma or GED Certification .

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 100 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

(13) Management Analyst

The desired level of experience and education for the management analyst(s) are:

EXPERIENCE:

- a. Five (5) years experience involving development and implementation of program and project management and organizational management tracking and control systems including the development of requirements, implementation of procedures, and development of documentation to demonstrate system performance.
- b. Three (3) years experience in supporting program managers to prepare, organize, collect, evaluate, review and/or revise program documentation including issue papers, program plans, implementation plans, milestone charts, work breakdown structures, impact statements, funding profiles, procurement requirements, planning documents and control data.

EDUCATION:

High School/Vocational School diploma or GED Certification .

(14) Test Engineer

The desired level of experience and education for the test engineer are:

EXPERIENCE:

- a. Five (5) years experience in the conducting of tests on signature measurement systems.
- b. Experience in the preparation of test procedures and data collection sheets.
- c. Experience in the Installation of underwater equipment.

EDUCATION:

a. High School/Vocational School diploma or GED Certification .

(15) Logistics Coordinator

The desired level of experience and education for the logistics coordinator are:

EXPERIENCE:

- a. Five (5) years experience in organizing and supporting technical operations involving shipping and handling of materials.

EDUCATION:

High School/Vocational School diploma or GED Certification .

(16) Draftsman

The desired level of experience and education for the draftsman are:

EXPERIENCE:

- a. Five (5) years experience in organizing and supporting technical operations involving shipping and handling of materials.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 101	OF 116
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

EDUCATION:

High School/Vocational School diploma or GED Certification .

(17) Electronic Technician Specialist

The desired level of experience and education for the electronic technician are:

EXPERIENCE:

a. Five (5) years experience as a technical drafter with experience in the use of CAD/CAM systems.

EDUCATION:

a. High School/Vocational School diploma or GED Certification .

(18) Technical Illustrator

The desired level of experience and education for the technical illustrator are:

EXPERIENCE:

a. Five (5) years experience as a technical illustrator or graphic artist

EDUCATION:

High School/Vocational School diploma or GED Certification .

(19) Mechanical Technician Specialist

The desired level of experience and education for the mechanical technician are:

a. Five (5) years experience as a mechanical technician with three (3) years in the area of maintenance, installation, operation of marine environment equipment.

EDUCATION:

High School/Vocational School diploma or GED Certification .

(20) Fabrication Support Technician

The desired level of experience and education for the fabrication support technician are:

EXPERIENCE:

a. Five (5) years experience as a fabrication technician in a manufacturing environment.

EDUCATION:

a. High School/Vocational School diploma or GED Certification .

(21) Junior Engineer

The desired level experience and education for the junior engineer are:

EXPERIENCE:

a. Two (2) years experience in a signature maintenance related area.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 102	OF 116
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

EDUCATION:

- a. A Bachelor of Science degree in engineering or physics OR, 8 years experience,

(Note: the 8 years of experience used to satisfy the degree requirements shall not be counted towards satisfying the number of years experience specified below) and

(22) Technical Typist/Editor

The desired level of experience and education for the technical typist/editor are:

EXPERIENCE:

- a. Five (5) years experience in the area of technical typing and editing technical documents.

EDUCATION:

- a. High School/Vocational School diploma or GED Certification .

(23) Clerk Typist

The desired level of experience and education for the clerk typist is:

EXPERIENCE:

- a. One (1) year experience as a typist.

EDUCATION:

- a. High School/Vocational School diploma or GED Certification .

Section III. Past Performance

The offeror shall demonstrate past performance as it relates to the credibility and capability of the offeror to successfully perform. The government will use this information to evaluate past performance in fulfilling contracts.

The offeror shall demonstrate past performance in the following five areas:

1. Customer satisfaction
2. Contract compliance
3. Quality of performance
4. Schedule adherence
5. Cost control

The offeror shall supply past performance evaluations, as a prime or subcontractor for five commercial or Government contracts, completed within the last three years for similar or related work. The offeror shall send the PAST PERFORMANCE QUESTIONNAIRE (Attachment 3) to the cognizant program Manager/COR for completion and direct submittal to the person listed below, no later than the due date of this solicitation. The completed questionnaires may be faxed to Ms. Mayo at 301-227-1583.

Or mailed,

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 103 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

ATTN: Code 3321 Teresa Mayo
Naval Surface Warfare Center, Carderock Division
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

For those contracts for which a questionnaire has been sent to the cognizant Program Manager/COR, the offeror shall specify in its proposal, the contract, number, Activity, or Business, Point of Contact, and phone number for the Government to contact in the event the questionnaire has not been received in this office by the established closing date. The Government may use past/performance information obtained from such questionnaires or the cognizant program Manager/COR designated by the offeror to form an overall rating of past performance.

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

To assist the Navy in performing the past performance evaluation defined above, offerors should list all relevant work performed for the Government that equals or exceeds \$1,000,000 (for service and information technology contracts), \$5,000,000 (for operation support). The offeror shall provide a synopsis of previous contracts which involved similar or related work performed (or currently performing) in the last three (3) years. The offeror may identify Federal, State and Local government and private contracts that are similar to the statement of work for ongoing contracts or contracts completed in the past three years. Offerors that represent newly formed entities, without prior contract experience, should list previous contract and subcontract experience, as required above, for all key personnel identified the proposal.

For each contract, the contractor shall provide a narrative discussion of the work performed and a list that provides the following information:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Contract Type
5. Award Price
6. Total Man-Hours of Effort
7. Period of Performance
8. Contract Deliverables

Incomplete data may not be considered.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 104 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

Section IV. Corporate Experience

The offeror shall demonstrate corporate experience during the past three years in performing work that is related and similar to that listed in the eighteen (18) SOW task areas. For each task area provide an overall discussion of corporate experience and include supporting summary narratives. Summary narratives shall be description of the work performed and shall include the following:

Contract Number
Customer/Agency
Contracting Officer
Award Price
Work-hours of Effort
Key Personnel Involved
Description of work performed
Deliverables and References

Contract Summary: The Contract Summary shall provide a descriptive overview of the contract, not exceeding one page in length, including a discussion of actual performance under each contract listed, problems encountered and how they were resolved, timeliness of deliverables required, how costs were controlled, business relationships, management of key personnel, and any other areas deemed necessary to provide insight into actual performance issues. Offerors shall also discuss their past performance in complying with 52.219-8 (Utilization of Small Business Concerns).

Section V. Facilities

The offeror shall provide a description of the facilities that would be made available for accomplishing the work identified in the Statement of Work. The following should be addressed:

- (1) Facilities for the design, prototyping, and fabrication of the hardware requirements described in the Statement of Work.
- (2) Facilities to produce required documentation.
- (3) Computer systems for developing and testing software.
- (4) Capability for secure computer processing.
- (5) Access to the internet.
- (6) Computerized data acquisition and analysis systems used to acquire at-sea data and post-process it in a shorebased laboratory environment.
- (7) A facility security clearance and storage capabilities to the level of SECRET including classified computer processing capabilities.
- (8) Acoustical Signal Processing Equipment specified in Sec. 8. of the SOW

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 105	OF 116
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

Section VI. Management Plan

The offeror shall describe their organizational structure and discuss how it will ensure that the work is performed in an efficient, timely, and cost effective manner. Lines of communication and control shall be discussed so that the method of communication between working level and management personnel is understood. Discuss procedures for control of contract performance so that quality of the effort is ensured. Identify the planned use of subcontractors and consultants and discuss the process for subcontracting and subcontract management and control.

(3) COST PROPOSAL – DOCUMENT

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

Direct Labor Costs:

- (1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Key Personnel and Non-Key Personnel. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.
- (2) If an Offeror's proposed labor category differs in name from those listed in Key Personnel and Non-Key Personnel a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.
- (3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.
- (4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.
- (5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 106 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied

Support Costs: These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 107	OF 116
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) General. Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) Initial Evaluation of Offers. An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) Evaluation Approach. The following evaluation approach will be used:

(1) Technical Proposal. The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) Cost or Price Proposal.

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 108 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) Evaluation of Indirect Rates Applicable to Support Costs:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN 0001 plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting with offerors whose proposals have been determined to be in the competitive range.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 109	OF 116
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) Basis for Contract Award. The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost.

(g) Evaluation Factors. The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

EVALUATION FACTORS AND THEIR RELATIVE IMPORTANCE

THE TECHNICAL/MANAGEMENT FACTOR IS SIGNIFICANTLY MORE IMPORTANT THAN COST.

The Technical/Management evaluation factors are listed below in descending order of relative importance. The subfactors are then listed below in descending order of relative important.

Section I Technical Understanding
 Section II Personnel Experience
 Section III Past Performance
 Section IV Corporate Experience
 Section V Facilities
 Section VI Management Capabilities

The Technical Understanding factor is the most important factor and is slightly more important than the Personnel Experience factor. The Personnel Experience factor is slightly more important than Past Performance.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 110 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

Past Performance is much more important than Corporate Experience. Corporate Experience is much more important than the Facilities factor. Facilities are more important than the Management Plan factor. The combined importance of Technical Understanding, Personnel Experience and Past Performance is significantly more important than the combined importance of Corporate Experience, Facilities and Management Capabilities.

There are several subfactors in each area of evaluation, which will be given evaluation point scores. Each major subfactor is split into a number of smaller units. Scores will be applied to each unit then combined to form a merit rating. The cost proposal will be evaluated for realism to determine the probable cost to the Government.

Section I. Technical Understanding

EACH TASK AREA IS OF EQUAL IMPORTANCE.

The offeror's proposal in this area will be evaluated based on the degree to which the technical proposal demonstrates a clear understanding of the issues, principles, and practices associated with the SOW and demonstrates specific knowledge and understanding of each of the eighteen (18) task areas in the SOW as follows:

- Task 1. Measurement Technology and Analysis
- Task 2. Signatures Trials Support
- Task 3. Model Scale Experiment Measurement System Design
- Task 4. Full-Scale Experiment Measurement System Design.
- Task 5. Tactical Towed Array System Support
- Task 6. Shipboard Measurement System Design and Fabrication
- Task 7. System Test, Evaluation, Operation, and Maintenance Support
- Task 8. System Production Acquisition Support
- Task 9. Infrastructure and Facilities Support
- Task 10. Submarine and Surface Ship Silencing Effectiveness
- Task 11. Program Management Support
- Task 12. Ship Inactivation and Disposal Noise Systems Support
- Task 13. Towed Array Acceptance Testing and Calibration
- Task 14. USNS Hayes Measurement System Configuration Control/Integrated Logistic Support
- Task 15. USNS Hayes Equipment Failure Analysis
- Task 16. Acoustic Communications and High-frequency Applications
- Task 17. Operational Support for Special Acoustic Ranging Systems.
- Task 18. Acoustic Data Management System Support

Section II. Personnel Experience

(Note: All proposed personnel must have a SECRET clearance either within 60 days after award or by the time of their assignment to a particular task order).

Key Personnel –

KEY PERSONNEL ARE THE MOST IMPORTANT. NON-KEY PERSONNEL ARE SIGNIFICANTLY LESS IMPORTANT

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 111 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

Staffing will be evaluated based on the offeror's demonstrated education and experience as specified in Section L and below. An overall score will be calculated for the labor categories with two (2) or more resumes by averaging the score applied to each resume. Offeror's personnel who do not meet the desired levels of education will be scored downward as appropriate. A score of zero (0) shall be given for missing resumes of key positions in which less than the number of requested resumes are provided. When identified by the Government evaluators, substantial exaggerations or erroneous information on resumes will cause the entire resume to be given a score of zero (0).

Key Personnel labor categories are significantly more important than Non-Key Personnel labor categories. Key Personnel categories are listed below and are each of equal importance.

- (1) Program Manager
- (2) Principal Scientist/Engineer
- (3) Supervisory Senior Engineer
- (4) Senior Systems Engineer
- (5) Senior Engineer
- (6) Senior Software Engineer
- (7) Senior Management Analyst

Key Personnel Labor Categories

(1) Program Manager –

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

EXPERIENCE:

- a. Fifteen (15) years experience in managing projects and programs related to the design, development, test, and evaluation, or implementation of complex systems related to acoustic and non-acoustics signatures, vibration, sonar, and ship silencing. Five (5) years of this demonstrated experience is in the management of contracts in technical disciplines related to the Statement of Work cited herein.
- b. Experience in ship silencing programs for both surface ships and submarines, and familiarity with the inter-relationships between and requirements of the Fleet, NAVSEA, Navy Laboratories, and other Navy activities dealing with ship silencing programs and issues.
- c. Experience with programs involved in solving acoustic, nonacoustic, signatures, and vibration problems in current Navy ships and in improving the acoustic and non-acoustic performance of the next generation of Navy ships.

EDUCATION:

- d. A Bachelor of Science degree in engineering or physics OR, 8 years of experience.

(2) Principal Scientist/Engineer -

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 112 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

EXPERIENCE:

- a. Fifteen (15) years total experience in surface ship and submarine silencing. Five (5) years of this demonstrate experience is in supervision and project management of acoustic and vibration related ship signatures tasks.
- b. Experience in silencing issues (including non-acoustics) as they relate to ship mission, design, and operation of ship systems, and how those issues influence modifications and silencing improvement to present ships, and design and specifications of future ships. Demonstrated lead authorship on technical reports.

EDUCATION:

- c. A Bachelor of Science degree in engineering or physics OR, 8 years of experience,

(3) Supervisory Senior Engineer -

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

EXPERIENCE:

- a. Fifteen years total experience in surface ship and submarine silencing . Five years of this demonstrated experience is in supervision and project management of acoustic and vibration related ship signatures tasks.
- b. Experience in silencing issues (including non-acoustics) as they relate to ship mission, design, and operation of ship systems, and how those issues influence modifications and silencing improvement to present ships, and design and specifications of future ships. Demonstrated lead authorship on technical reports.

EDUCATION:

- c. A Bachelor of Science degree in engineering or physics OR, 8 years of experience.

(4) Senior Systems Engineer

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

EXPERIENCE:

- a. Ten (10) years technical experience with emphasis in the past 5 years in signatures system development including system performance evaluation requiring tradeoff analysis of alternate design approaches involving current acoustic arrow technology and accurate sound pressure level signature measurement involving signal path analysis for bat active and passive systems. Subsystem development involving signal conditioning, multi-element arrays, electrical calibration for accomplishing precise sound-pressure-level measurements, analog/digital telemetry from transmission of signals on cables several thousand feet in length, beamforming, and interfacing to processors. Real-time, active acoustic systems used for ranging, tracking, and positioning of shipboard suspended and bottom-mounted applications.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 113 OF 116
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

b. Demonstrated record of technical achievement on complex underwater acoustic measurement system projects including Technical report and documentation preparation including engineering/fabrication drawings and detailed specifications for system, subsystem, and component elements.

EDUCATION:

c. A Bachelor of Science degree in engineering or physics OR, 8 of years experience.

(5) Senior Engineer

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

EXPERIENCE:

a. Eight (8) years experience in submarine and surface ship silencing/signatures/sonar work. The experience should include design and development of hydrophore arrays for ship radiated noise measurements and specialized software and hardware integration for signature measurement systems. In-depth knowledge of the development of ship acoustic data acquisition, processing and analysis systems, ranging and tracking systems used in acoustic noise measurement trials, and environmental measurement systems is required. Also required is a working knowledge of modern systems involved with signatures measurements and related fleet sonars (both hardware and software), especially towed arrays.

b. Experience in the planning, conduct, data collection and processing, analysis and report generation for full scale surface ship and submarine noise trials and towed array T&E including self noise analysis. Preparation of system T&E and acoustic trial: test agendas, data reduction plans and system operating procedures. Acoustic measurement technology analysis and formulation of acoustic measurement system, ranging system and environmental system development initiatives.

EDUCATION:

c. A Bachelor of Science degree in engineering or physics OR, 8 years of experience.

(6) Senior Software Engineer

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

EXPERIENCE:

a. Eight 8 years experience in developing complex hardware/software systems. Five (5) years of this demonstrated experience is in the interfacing of hardware and the development of software for: (1) real time acquisition and analysis of acoustic data from ships and submarines; and underwater tracking systems or (2) for command and control and information management systems. This includes working knowledge of operating systems Windows NT, HPUNIX, and software development using languages and software common to the types of systems given in the SOW. Individuals will have an established track record of project management of system development in support of system development and integration.

EDUCATION

b. A Bachelor of Science degree in computer science, engineering, or physics OR, 8 years of experience.

(7) Senior Management Analyst

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 114 OF 116
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NAME OF OFFEROR OR CONTRACTOR

The subfactor experience is more important than the subfactor educational background.

Demonstrated experience in the following areas:

EXPERIENCE:

a. Ten (10) years experience in planning, organizing, reviewing, and documenting of Ship Acoustics and other Research, Development, Test and Evaluation (RDT&E) projects and financial data, production and manufacturing schedule reports, and analysis cost/schedule control system criteria. program level technical requirement analysis, major systems acquisition support documentation preparation, including tactical sonar systems acquisition support, implementation of the DOD Planning Programming Budgeting System (PPBS) and progress reporting.

EDUCATION:

b. A Bachelor of Science degree in a technical, business, analytical, or financial area OR, 8 years of experience.

Non-Key Personnel

ALL NON-KEY LABOR CATEGORIES ARE OF EQUAL VALUE.

The offeror's proposed Non-Key Personnel will be evaluated based on the requirements of Section L and the offeror's demonstrated ability to provide Non-Key personnel who meet the stated qualifications.

Section III. Past Performance

SUBFACTORS A, B, C, D, AND E ARE ALL OF EQUAL IMPORTANCE.

The offerors proposal shall be evaluated based on the demonstrated past performance in the following five areas:

Subfactors:

- A. Customer satisfaction
- B. Contract compliance
- C. Quality of performance
- C. Schedule adherence
- E. Cost control

Past performance is required by FAR Part 15 to be used to assess relative merit among proposals. The government will evaluate the offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction and for having a business like concern for the interests of the customer. Be advised the Government may not contact all references or may seek/contact other references. Offerors with no past performance will not be evaluated favorably or unfavorably on past performance. For the particular offeror who lacks past performance history, the relative standing among offerors is based upon all other evaluation factors except past performance, and neither receive nor lose credit for past performance.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Information may be obtained from the references listed in the proposal, and other customers known to the Government who have useful and relevant

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 115 OF 116
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NAME OF OFFEROR OR CONTRACTOR

information. Information will also be considered regarding any significant subcontractors. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The Government intends to award on initial offers received without discussions. However, if discussions are held, offerors determined to be in the competitive range will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review these reports.

Section IV. Corporate Experience

ALL CORPORATE EXPERIENCE FACTORS ARE OF EQUAL IMPORTANCE.

The Corporate Experience subfactor will be evaluated from narratives that demonstrate the scope and depth of experience during the past three (3) years in all twenty (20) of the Statement of Work (SOW) task areas listed below. Firms lacking past corporate experience for a specific task area will receive no credit for the respective task area. Specifics for each area can be found in the SOW section of this document.

- Task 1. Measurement Technology and Analysis
- Task 2. Signatures Trials Support
- Task 3. Model Scale Experiment Measurement System Design
- Task 4. Full-Scale Experiment Measurement System Design.
- Task 5. Tactical Towed Array System Support
- Task 6. Shipboard Measurement System Design and Fabrication
- Task 7. System Test, Evaluation, Operation, and Maintenance Support
- Task 8. System Production Acquisition Support
- Task 9. Infrastructure and Facilities Support
- Task 10. Submarine and Surface Ship Silencing Effectiveness
- Task 11. Program Management Support
- Task 12. Ship Inactivation and Disposal Noise Systems Support
- Task 13. Towed Array Acceptance Testing and Calibration
- Task 14. USNS Hayes Measurement System Configuration Control/Integrated Logistic Support
- Task 15. USNS Hayes Equipment Failure Analysis
- Task 16. Acoustic Communications and High-frequency Applications
- Task 17. Operational Support for Special Acoustic Ranging Systems.
- Task 18. Acoustic Data Management System Support

Section V. Facilities

SUBFACTORS (1) THROUGH (6) ARE OF EQUAL IMPORTANCE.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-99-R-0085	PAGE 116 OF 116
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NAME OF OFFEROR OR CONTRACTOR

However, without subfactors (7) and (8) the offeror is not eligible for award. Subfactors (7) and (8) are required; offerors not having these capabilities will be eliminated from consideration of being awarded this contract.

Facilities will be evaluated based on offerors demonstration that the facilities in the offeror's proposal would be available for the work. Each facility subfactor will be scored based on whether the facilities to be made available adequately demonstrate the ability to support the tasks and how well they provide exceptional capabilities or cost savings potential.

Subfactors:

1. The proposal demonstrates that the offeror has facilities for the design, prototyping, and fabrication of the hardware requirements described in the Statement of Work.
2. The proposal demonstrates that the offeror has facilities to produce required documentation.
3. The proposal demonstrates that the offeror has computer systems for developing and testing software.
4. The proposal demonstrates that the offeror has capability for secure computer processing.
5. The proposal demonstrates that the offeror has access to the internet.
6. The proposal demonstrates that the offeror has computerized data acquisition and analysis systems used to acquire at-sea data and post-process it in a shorebased laboratory environment.
7. The proposal demonstrates that the offeror has a facility security clearance and storage capabilities to the level of SECRET including classified computer processing capabilities.
8. The proposal demonstrates that the offeror has Acoustical Signal Processing Equipment specified in Sec. 8.0 of the SOW.

Section VI. Management Capabilities

ALL FACTORS ARE EQUALLY IMPORTANT.

Management capabilities shall be evaluated based on the following criteria:

1. The offeror's organizational structure and plan demonstrates the ability to respond to all aspects required in the performance of the SOW, including management control for all aspects of contract administration and subcontracting support.
2. Plan demonstrates direct lines of communication between working levels and top management such that potential problems can be averted through quick responsive management action.
3. Plan demonstrates the procedures for quality control of contract performance and review of deliverables.
4. Plan demonstrates the process for employing subcontractors and consultants, if necessary, such that the extend of subcontracting management and control will be sufficient to ensure successful completion of tasks.
5. Plan demonstrates the ability for commitment of all resources required to perform the work at maximum efficiency while delivering the highest quality service and product.